



SMAC
creations

Terms and Conditions



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Entering our terms and conditions

Any order from you for stationery from SMAC Creations is deemed to constitute acceptance of the following terms and conditions.

Intellectual property rights

Any attempt to publish, copy or use any part of the www.smaccrations.co.uk website, including text, images, photos, designs and products without the consent of SMAC Creations, will result in legal action being taken against you.

You are responsible for ensuring that you have permission to use any material (e.g. readings, hymns etc) which you ask us to include in your stationery. In particular, you agree to indemnify SMAC Creations against any action brought against SMAC Creations as a result of breach of copyright of a third party.

Prices

Our prices are subject to change without prior notice. Any price increase will not affect any orders already placed.

Payment

A non-refundable deposit of 50% of the total amount is required on placing an order. The cleared balance of the total amount of your order is required before the first/only shipment of your order. If the total amount of the order cannot be calculated exactly due to you not yet knowing how many guests are coming to your event, then the balance of the final amount based on the original number of guests invited is due. If this later transpires to be too high, you will be refunded with the amount you have overpaid. If it later transpires to be not enough, then you will be charged extra for the extra number of items provided.

Delay in payment at any stage will result in a delay of your order.

We accept payment by cheque (made payable to 'Sharon Macaulay') or online via PayPal (an invoice will be sent by email). Please note that goods will not be dispatched until we have received cleared funds, which may take up to 10 working days.

Delivery

Delivery of all stationery is free, except the larger items such as the table plans and wishing wells. You can either arrange to collect these in person or contact us to obtain postage costs.

All special event stationery orders will be sent via Royal Mail recorded delivery, unless you want to arrange collection in person. A signature will be required to confirm receipt of delivery. The risk of damage to or loss of the goods shall pass to you at the time of delivery. If you fail to take delivery of the goods, the risk of damage to or loss of the goods shall have passed to you at the time when SMAC Creations posted the goods. We cannot be held liable for any loss or damage to the stationery whilst it is being processed by Royal Mail or by you upon opening your stationery. Please take care when opening your stationery parcel to avoid any such damage.

If you would prefer for us to send your stationery via Special Delivery or courier, please

contact us for the price of doing so. This will also include insurance for the order, should it be lost or damaged in transit.

Delivery dates are given as estimates. We cannot, under any circumstances, be held liable for any losses arising due to failure to meet such delivery dates which are outside the control of SMAC Creations. If you have not received your order, you must notify us as soon as possible.

We cannot be held responsible for delivery delays caused by any other third party. If for any other reason your order is delayed, we will always inform you immediately.

Ordering

Once an order has been placed, we will advise you of a production timetable for each part of your order, setting out dates by which we need information from you for the proofs and when we will be completing the different items of stationery for you. Should these dates not be adhered to by you, your order may be delayed significantly and we reserve the right to cancel your order in whole or in part in such circumstances. If so, we will retain the 50% deposit. If work has already commenced, then we have the right to collect the final payment to cover the costs already incurred.

Variations within the order

Although our stationery is handmade with high quality materials, please be aware that a slight variation in colour and materials may occur and differ slightly from the photographs on our website. We advise you to order a sample before purchasing all of your stationery to ensure you are totally satisfied with the colours and textures of the particular design you have chosen.

Please note that, as each item of stationery is handmade individually, there may be a slight variation from card to card. This is normal and should not be considered as faulty.

Occasionally, products may be changed or discontinued by our suppliers without prior notice to us. If this happens, we will endeavour to offer you an alternative of the same or better quality at the same price as your initial order.

If you order stationery in stages, please note we cannot guarantee continuity of design by our suppliers.

Proofs

All wording needed for your stationery needs to be provided by you to SMAC Creations via email. Although we take the utmost care in producing your proofs, you are ultimately responsible for the accuracy of the copy you supply and for proof reading all text and copy we set out in the proofs. You must make sure the proof is EXACTLY as you want it before you approve it.

We will not begin production until we have received approval of the proofs from you, and if any mistakes require correction having been discovered after production, this will result in a further charge to you.

Please ensure you check and correct any errors in your personal information before you send it to us. This includes the spelling of people's names, places, correct times, location details, table plan layout and any text used for orders of service, including the font, spacing, layout and any other typographical errors you may have accidentally made. We will print exactly as set out in the proof you have approved.

Any delay caused by you failing to respond to proofing items within the agreed timescale could mean a delay in your order being processed. Please note we may have to cancel the order if we run out of time to enable the stationery to be completed before your special event.

Once the proof has been confirmed by you as correct, any amendments will incur a charge.

Amendments to Order

If you require amendments after confirming that the proof is correct and production has already started, then this will incur a further charge to incorporate materials and labour invested.

If having taken delivery of your stationery, you need to change the order from the originally approved proof, SMAC Creations must receive the original stationery before any amendments can be made. Postage costs will be borne by you in this instance and you will be advised of the amendment costs before any amendments are made. Cleared payment of these further amendment costs must be received before the order is changed.

Once an order has been placed and cleared funds comprising the 50% deposit have been received by SMAC Creations, we will order ALL the stock needed to complete your stationery order. Each order is specific to each customer. Therefore, once your final numbers have been confirmed, the final balance can be determined based on the unit price of each item needed. If this number is significantly less than originally advised, we reserve the right to invoice you for the total of the original amount of materials ordered, should we not be able to use them again for another customer.

Cancellation of Order

If you cancel your order within 14 days of placing it, you will receive a full refund. Please note therefore that we do not undertake any work on your stationery until this 14 day period has elapsed.

If you cancel your order after 14 days, SMAC Creations has the right to retain the 50% deposit to cover the cost of the materials ordered on your behalf.

If the order is cancelled prior to SMAC Creations receiving your signed proofs there will be no additional costs other than the 50% deposit already paid.

If you cancel your order after you have paid your 50% deposit and within eight weeks before your event, then the balance must be paid in full.

Returns

You shall, upon delivery of your order, examine the stationery and promptly (but in any event within 7 working days of delivery) notify SMAC Creations via email of any apparent damage, defect or shortage in your order. In the absence of any such written notification, SMAC Creations shall be deemed conclusively to have properly performed its obligations in relation to the purchase and sale of the stationery.

In the unlikely event of an error/fault being discovered, SMAC Creations must receive the original item(s) of incorrect/faulty stationery before the replacements are provided. Postage will be reimbursed to you if it transpires that the error has been made by SMAC Creations and we will of course provide you with a replacement free of charge.

Please be aware that due to the small parts used on our stationery, it is not suitable for young children.